

OFFICIAL CONTEST RULES

SONG CONTEST

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **Eligibility:** The Song Contest (the “Contest”) sponsored by the Alaska Marine Highway System (the “Sponsor”) is governed by these rules (the “Official Rules”). The Contest is open to residents of the 50 United States, District of Columbia, and Canada (the “Entrant”). No purchase is necessary. Purchase of ferry travel does not increase your chances of winning. This Contest is void where prohibited by law.
2. **Entry:** To enter the Contest, an Entrant may visit FerryAlaska.com/song prior to the end of the Promotion Period (as defined below) to upload a video of your song performance for the Contest. An Entrant must write and perform an original Song featuring the Alaska Marine Highway. All entries must contain a fully completed and performed Song in English only to be eligible for the contest. Incomplete or otherwise ineligible Entries will be disqualified.

Sponsor reserves the right to disqualify and/or remove any entry in whole or in part for any reason within its sole and absolute discretion if it believes the Entry is not in the spirit of the Contest, is not compliant herewith, or will have a detrimental impact on Sponsor, this Contest, or any of Sponsor’s brand, products or services. Without limitation, Sponsor reserves the right in its absolute discretion to refuse, disqualify, or withdraw any Entry and/or entrants at any time during the Contest, including but not limited for ineligibility, lack of good faith, noncompliant, or obscene, offensive, sexually inappropriate, or otherwise unsuitable Entries, such as those incorporating illegal acts, violence, nudity or explicit activity, as determined by Sponsor (in its sole and absolute discretion).

By submitting an Entry, entrants represent, warrant and covenant that the Entry submitted and all content therein: (i) is the original creation of the entrant, has not been copied in whole or in part from any other work; (ii) does not violate or infringe any copyright, trademark or other proprietary, publicity or privacy right of any person or entity, (iii) all entrants, and any other persons who were engaged to work on the Entry or who are referenced or featured in the Entry in any manner have given entrant their express consent to submit the Entry for the use contemplated and have provided permission to be included in or with the Entry (or if a minor they have obtained consent of their parent or legal guardian - entrant may be asked by Sponsor to provide evidence of such permission in writing); and (iv) is the sole and exclusive property of the entrant.

At the time you submit your Entry, and whether or not your Entry is selected as a winner, you grant a royalty-free, perpetual right and license to Sponsor (and its authorized representatives) to post and publically display the Entry Materials, in whole or in part, in connection with the Contest, and Sponsor’s promotional and advertising activities. You understand and agree by granting this license your Entry may be modified, edited, used in whole or in part, alone or in combination with other works, by Sponsor for any advertising, marketing or promotional purposes in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, digital, and on-line) without further compensation or review. **Further, if your Entry is selected as a winner, for good and valuable consideration in receiving**

a prize, you agree to execute all documents and perform all acts deemed necessary to assign all right, title and interest in and to your Entry, in whole and in part, to Sponsor throughout the world. You will not now nor in the future be paid for your Entry or for granting Sponsor any of these rights. You also acknowledge and agree your winning Entry may be modified, edited, used in whole or in part, alone or in combination with other works, and that it may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by Sponsor.

3. **Categories:** An Entrant may submit an original song in one of two Categories, as defined as: (i) Simple Performance: an original song performed without the use of props, actors, or other video enhancements (for example, artist in front of camera playing a song and singing); or (ii) Music Video: an original song performed with the use of props, actors, or other video enhancements (for example, an artist performing with actors as a ferry pulls into port).
4. **Selection of Winner:** Viewers will be able to vote on their favorite Entries from November 18, 2013 through November 29, 2013. The video with the most votes/likes in each category will be the winner of the contest. Prize award is subject to eligibility verification and compliance with these Official Rules. In case of a tie, the Entry (among those tied) with the highest rating in the "Tie to Alaska Marine Highway System" category, as determined by a panel of judges, will break the tie.
5. **Privacy Policy:** The information submitted with your entry will only be used by the Sponsor, in accordance with applicable data protection regulations and the Privacy Policy of the Site, for the purposes of administrating your participation in the Contest.
6. **Promotion Period:** The Contest starts at 8:00am Alaska Standard Time, September 9, 2013 and ends at 5:00pm Alaska Standard Time on November 15, 2013 (the "Promotion Period"). The number of entries is limited to one song per artist, and each song may only be entered once. Each Entry will be limited to three (3) minutes, any performance that exceeds this time limit may not be judged in its entirety. Entries submitted or attempted to be submitted outside of the Promotion Period will be automatically disqualified.
7. **Notification:** Winners will be notified by email or telephone by December 3, 2013 to the e-mail address or telephone number provided by Entrant to the Sponsor upon registration of the Contest. Upon notifying the winner of his/her prize, the winner will be requested to submit his or her preferred mailing address. Winner must respond with the preferred mailing address no later than December 9, 2013. Failing to provide the preferred mailing address, or if the Prize is returned as unclaimed or undeliverable, the prize shall be considered forfeited. In the event of such a forfeiture, Sponsor shall select another winner and/or dispose of the prize in any way it deems fit. The Prize shall be delivered to the winner at the address provided by the winner. Such delivery may be by postal service or other means as determined solely by Sponsor. Sponsor shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) in the delivery of the prize to the winner.
8. **Prize and Odds of Winning:** One Winner from each Category will receive one (1) Golden Ticket (the "Ticket"). The Ticket may be used by the named recipient toward the purchase of passenger tariff up to \$500.00 on the Alaska Marine Highway System; any unused portion will not be paid to the recipient. Ticket is valid for passenger tariff only, one-way or round-trip on a single itinerary. The

named recipient must travel on the itinerary redeemed by the Golden Ticket, but may also use the Ticket to purchase travel for other passengers on the same itinerary. Ticket is valid for one-time use only and all passengers traveling on the Ticket must be booked at the same time. If the total itinerary value exceeds \$500.00 the recipient is responsible for the remaining balance. Golden Ticket may not be used for vehicles, cabins, pets, bicycles, kayaks, food, beverages, gift shop items, or any other service associated with travel on the Alaska Marine Highway System. Ticket is not redeemable for cash and is non-transferrable. Ticket expires one year from the date of issue.

Reservations for travel must be made through the Juneau Reservations Office, and may not be done at a ferry terminal or online. Acceptance of a Ticket means the winner agrees to the terms of the ticket as well as all policies and procedures of the Alaska Marine Highway System.

Odds of winning depend on the number of entries submitted.

9. **Publicity:** Except where prohibited, participation in the Contest and acceptance of a prize constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown and state, and Entry materials for promotional purposes in any media without further payment or consideration. By accepting a prize the winner agrees that Sponsor and its franchisees, affiliates, subsidiaries, and their respective officers, directors, employees, representatives and agents shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or from acceptance, delivery, receipt, possession and or use or misuse of any prize.
10. **General Conditions:** This contest shall be construed and evaluated according to the law of the state of Alaska, without regard to the principles of conflicts of law and submission of an entry constitutes acceptance of such laws. All federal, state and local laws and regulations apply. This Contest is void where prohibited by law. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor are final and binding in all respects.

All taxes, fees and surcharges on prizes are the sole responsibility of the prize winners. By participating and accepting a prize, so long as there is no legal prohibition, winner agrees to the use of his/her name for advertising or publicity purposes and to the use of statements made by or attributed to him/her relating to Sponsor or this promotion, and releases any and all rights to said use without further compensation.

11. **Release of Liability:** All entrants release Sponsor, its subsidiaries, affiliates, officers, directors, agents, employees and all others associated with the development and execution of Sponsor and the Contest from any and all liability with respect to or in any way arising from this Contest and/or acceptance of use of the prizes, including liability for personal injury, death, damages or loss.

The Sponsor is not responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating of downloading materials in the Contest. The Sponsor assumes no responsibility for any incorrect or inaccurate information, whether caused by Site users or by any of the equipment or

programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, effect, delay in operation of transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including lost, late or misdirected entries. The Sponsor is not responsible for cheating or fraud by any Entrant. Any activities intended to disrupt or interfere with the proper play of the contest, or defraud the Sponsor in any way may be prosecuted to the fullest extent of the law. Entrants engaging in any of the foregoing activities will be disqualified and any prize won will be forfeited.

If for any reason, the Contest is not capable of processing as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Sponsor which corrupted or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.

12. **Winners List:** To receive a list of winners' names and city or town of residence, please visit ferryalaska.com/50years. Winners of the Golden Ticket will be posted through June 30, 2014.
13. **Sponsor:** The Sponsor of the Contest is the Alaska Marine Highway System, a division of the State of Alaska Department of Transportation & Public Facilities. Any questions regarding this Contest should be directed to amhs50@alaska.gov.